

AGREEMENT NUMBER
04-936

REGISTRATION NUMBER
N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

County of San Bernardino

2. The term of this Agreement is: July 1, 2004 through June 30, 2005

3. The maximum amount of this Agreement is: \$ 150,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	2 pages
Exhibit B - Budget Detail and Payment Provisions	1 page
Exhibit C* - General Terms and Conditions: * GTC 304	Dated: 3/1/2004
Exhibit D - Special Terms and Conditions	1 page
Exhibit E - Additional Provisions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Bernardino

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Dennis Hansberger Chairman, Board of Supervisors

ADDRESS

175 West Fifth Street, 4th floor
San Bernardino, CA 92415-0460

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Wandschneider Chief, Business Services Bureau

ADDRESS

4241 Williamsborough Drive
Sacramento, CA 95823-2088

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Department of the Youth Authority (CYA) agrees to provide services to State as described herein:
Diagnostic Studies, treatment services and temporary detention for case referrals from Juvenile or Criminal Courts.
2. The services shall be performed at
Youth Authority facilities, determined by the location of the requesting court in each individual case.

3. The services shall be provided during
the term of the Agreement.

4. The project representatives during the term of this agreement will be:

State Agency:	Department of the Youth Authority	Contractor:	County of San Bernardino
Name:	Gwen Jackson or designee	Name:	Dennis Hansberger or designee
Phone:	916.262.1743	Phone:	909.387.4855
Fax:	916.262.1525	Fax:	909.387.3018
Email:	gjackson@cya.ca.gov	Email:	dhansberger@bos.sbcounty.gov

Direct all inquiries to:

State Agency	Department of the Youth Authority	Contractor:	County of San Bernardino
Section/Unit:	I&C County Referral	Section/Unit:	Probation Department
Attention:	Tom Blay or designee	Attention:	Pamela Price or designee
Address:	4241 Williamsborough Drive	Address:	175 West Fifth Street, 4th floor
City, St., Zip:	Sacramento, CA 95823-2088	City, St., Zip:	San Bernardino, CA 92415-0460
Phone:	916.262.1521	Phone:	909.387.9657
Fax:	916.262.1525	Fax:	909.387.5626
Email:	tblay@cya.ca.gov	Email:	pprice@prob.sbcounty.gov

5. Detailed description of work to be performed and duties of all parties.

Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts with any COUNTY of the STATE upon request of the Presiding Judge thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

The parties hereto agree as follows:

1. In any case in which:
 - (a) A juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
 - (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
 - (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 (juvenile) or Section 1731.6 (adult) of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.
2. The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

EXHIBIT A

SCOPE OF WORK (cont'd.)

3. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him to the Court at no expense to the STATE.
4. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.
5. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.
6. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.
7. Notwithstanding the provisions of Item 1., Subdivision (a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. County agrees to reimburse CYA an amount not to exceed Five Thousand Eight Hundred Fifty Dollars and No Cents (\$5,850.00) per month per case. Any fraction thereof shall be computed at 1/30 of this amount (One Hundred Ninety-Five Dollars and No Cents)(\$195.00) per day or any part of a day, such costs having been determined by the Director of CYA to be necessary to reimburse the State for the costs incurred.
2. CYA shall provide, as deemed needed by CYA medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for County juveniles housed in custody under this Agreement. Routine medical costs shall be included in the total amount of this Agreement. County shall provide and pay for any and all ancillary medical services, including, but not limited to: dental, optical, non-emergency surgical and special consultation services.
3. In the event that emergency medical treatment or emergency mental health treatment is deemed necessary by CYA medical staff for any County juvenile(s) housed in custody under this Agreement, said treatment shall be performed in a facility designated by CYA medical staff at the expense of the County. County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment, including costs for security staff. Service providers for said treatment shall directly invoice the County, which is solely responsible for costs.
4. CYA shall bill County monthly, by means of itemized statements, submitted in duplicate, for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing. Said remittance shall cite this Agreement number and shall be mailed to:

Department of the Youth Authority
ATTN: Accounting Services Bureau
4241 Williamsborough Drive, Suite 105
Sacramento, CA 95823-2088

5. The total amount of this agreement shall not exceed \$ 150,000.00.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. This agreement may be amended upon mutual agreement by either party in writing and shall become effective only upon approval by the State of California, the Department of General Services or under its authority, by the Department of the Youth Authority.
2. All notices to be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice.
3. All contracts entered into between the State and a city, county, or district involving the expenditure of State funds in excess of \$10,000 shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 8546.7).
4. A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.